



UHD FORUM

Charter Member Agreement

By the signature of its authorized representative below, the undersigned Charter Member ("Applicant") agrees to be bound by, and to ensure that its Affiliates (as defined in the UHD Forum Bylaws ("Bylaws")) will comply with, the terms hereof, as well as the terms and conditions stated in the Certificate of Incorporation, Bylaws, and Intellectual Property Rights Policy of the UHD Forum, any amendments thereto, and the terms of any policies and/or procedures that are adopted by the Board of Directors pursuant to the Bylaws ("Organizational Documents") as may apply to the membership classification stated in the Bylaws. Copies of the UHD Forum Organizational Documents are available for review at the UHD Forum website. Capitalized terms used herein but not otherwise defined shall have the meanings assigned thereto in the Organization Documents.

No Charter Member Agreement is binding on the UHD Forum unless accompanied by a first year membership fee of Eight Thousand (\$8,000.00) dollars (which fee may be deferred by action of the Board of Directors of the UHD Forum for up to thirty (30) days from acceptance hereof) Membership in the UHD Forum is generally open to any entity supportive of the UHD Forum's purpose as defined in the Bylaws, that has executed the Charter Member Agreement, and paid the appropriate fees.

This Agreement must be signed by a representative of the Applicant that is authorized to commit the Applicant to all of the terms of this Agreement. By signing this Agreement, the Applicant hereby represents and warrants that the person signing this Agreement has been so authorized, has read and understood this Agreement and all other Organizational Documents, and has sought or waived the right to seek legal counsel prior to executing this Agreement.

The initial membership term ("Initial Term") shall be for a period of two years although the second year membership fee dollars will not be due and payable until Applicant's first anniversary date. After the Initial Term, the term of membership shall be on a year to year basis. Annually, the UHD Forum will invoice the then current renewal fee to Applicant ninety (90) days prior to the anniversary date of Applicant's membership and Applicant's payment thereof shall constitute a renewal of membership as a Member, as defined in the Bylaws. Failure to make a timely renewal payment shall be cause for suspension and termination of membership and member benefits in accordance with the relevant provisions of the Bylaws.

Applicant hereby agrees to participate in good faith with other Members and in support of the Corporation's Purposes as described in the Bylaws. Applicant further agrees that it shall not load the participation of any Work Group, committee or subgroup thereof where such loading obstructs or has the potential to obstruct the purpose of the Corporation or the progress or purpose of that Work Group, committee, or subgroup thereof. "Supportive of the Corporation's Purposes" means that the Member is supportive of the Corporation's efforts to create Final Specifications, Test Materials and Informational Documents and that the Member will not knowingly or intentionally sabotage the Corporation's efforts to carry out its Purposes.

This Agreement is entered into for the benefit of Applicant and the Corporation and not for the benefit of any third party. Similarly, Applicant agrees that it will not assert rights under any agreement between the Corporation and any other Member unless such agreement provides by its express terms that Applicant is an intended beneficiary of that agreement.

All notices required hereunder or under the Organizational Documents shall be in writing and sent to the Member's representative designated below at the address set forth below or to such addresses as such Member's representative may later specify by written notice to the Executive Director. If the Member's representative set forth below does not update his or her contact information then the Member waives any right to receive a notice that is sent to the wrong person or address provided such notice is sent to the address on record provided by the Member's representative.

NAME OF MEMBER'S REPRESENTATIVE DESIGNATED TO RECEIVE NOTICES:

ADDRESS _____

EMAIL: _____

TELEPHONE NUMBER: _____

The undersigned agrees that once paid, all membership fees are nonrefundable for any reason, including termination of membership. Any claim or dispute arising under or relating to this Charter Member Agreement shall be governed by the internal substantive laws of the State of Delaware, without regard to principles of conflict of laws.

UHD FORUM

By: _____

Name:

Title:

[MEMBER]

By: _____

Name:

Title: